# AceHaven Canines

Central Florida

*PLEASE READ AND COMPREHEND THE CONTRACT IN ITS ENTIRETY*

## SALES CONTRACT

This Sales Contract is between Breeder Ashly Caballero and Buyer customer name at customer home address who desires to purchase a gender black and red West German Showline German Shepherd puppy. The puppy will be from Dam Name and Sire Name. She is expected to give birth approximately Date.

**TERMS OF SALE**

The Breeder agrees herein to sell the dog to the Buyer under the following terms:

1. The Purchase Price of the dog is $Price (plus $45 AKC registration fee and shipping costs if needed). Said dog will be sold with limited registration. Future full registration is available (See Breeding Rights Section).
2. A $1,000 **Non-Refundable** Deposit will be paid to reserve the dog in advance upon signing the contract (payable to Ashly Caballero). The remaining balance of $remaining balance (plus AKC fee and shipping) if sent electronically, must be paid 1 week **before** the puppies turn 8 weeks old. OR the Buyer may pay the remaining balance in cash upon pick up.
3. The Buyer MUST take possession of the dog at 8 weeks old: On the first available pick up date that the Breeder assigns or the date the Breeder and Buyer agrees to.
4. If the Buyer has signed the Contract, paid the **Deposit** and can no longer take possession of the dog at 8 weeks old for any reason and/or can not pay the remaining balance prior to 8 weeks old, the Deposit will NOT be refunded and the Contract will be Voided. The puppy will be resold.
5. If the Buyer has signed the Contract, paid the **total purchase price** in advance, and can no longer take possession of the dog at 8 weeks old for any reason, the Deposit or $1,000 from the paid purchase price will NOT be Refunded. The remaining amount to be refunded is determined by the price the Breeder is able to resell the dog for and it will NOT be Refunded UNTIL the dog is resold for equal or lesser value.
6. **Rehoming**: If the Buyer can no longer keep the dog at any point in its life, the Buyer has the following options:
   - **a.** Buyer may return the dog to the Breeder and The amount of money that will be returned to the original Buyer can be discussed once the dog is returned and evaluated by the breeder and it will depend on the dog's age, health, and behavior.
   - **b.** Buyer may rehome the dog for resale at equal or lesser value. The Breeder must **FIRST APPROVE** of the Potential New Owner and contact information must be provided to the Breeder **before** the dog is transferred to the New owner.

**c.** If the Buyer would like to rehome the dog as a gift to a family member, friend, or stranger, Buyer must still contact the breeder for Approval **BEFORE** placing the dog with the new owner and must provide the contact information. ***It is the Breeders responsibility to be certain that all of the dogs she has produced will be in good hands throughout their entire lives!***

***Legal action will be taken if the Buyer rehomes the dog without prior approval from the Breeder whether it was resold or gifted.***

7. The Breeder does a puppy-to-owner matchmaking process. The puppies will be assigned to a home based on each puppies unique personality, behavioral traits and energy level in comparison to each Buyer's preferences, Lifestyle, and reason for purchasing (breeding, protection, family pet, etc).
8. The dog will come with a Veterinarian Health Certificate, First Vaccines, Dewormed, Microchipped, and a Puppy Advice Sheet. The Buyer is responsible for keeping up to date with Vet Checks and Vaccines.
9. Breeder offers a **72 hour health guarantee.** Upon possession of the dog, the Buyer has 72 hours to attend a Veterinarian with said dog. In the event the examination discloses a Serious Life Threatening Health Problem (that was not caused by conditions after receiving the dog), the Buyer must immediately contact the Breeder and provide proof that the dog is unfit. The unfit dog must be returned to the Breeder, and a replacement puppy of equal value will be provided when available. Failure to attend said visit within the time frame shall Void the Health Guarantee.
10. The Breeder will register the puppy with AKC at the Buyers expense with the basic package of $40 unless the Buyer prefers to upgrade the package. The puppy will be registered with the Buyers information as the New owner and the certificates will be sent to the home of the Buyer. The puppy's registered name will be the first name of the Buyers choice followed by the Breeders kennel name, to show on the pedigree who the dog was produced by. (Ex. Eli vom AceHaven)
11. If the Buyer chooses not to breed the dog, the dog should be spayed/neutered in order to prevent unwanted pregnancies and for the health of the dog as well. The Breeder highly recommends spay/neuter after the dog has turned 2 years old due to growth plates closing and the dog will be fully matured at that age. Premature Neuter/spay can restrict growth and cause numerous health problems. Especially if done under 18 months of age when their rate of growth is the most drastic.

**BREEDING RIGHTS**

The puppies are all sold with limited registration. However, if the Buyer wishes to acquire full registration the following terms must be done:

1. Full registration is needed in order to breed the dog and be able to register their litter with AKC or to participate in a Conformation show.
2. Breeding rights must be purchased for $500 with proof of the passed necessary tests and the Breeder will Release the full registration to Buyer.
3. The dog must be at least 2 years old and receive a Hip rating of Good/Excellent/Fair and an Elbow rating of Normal from OFA **OR** Hip and Elbow ratings of A1-normal/A2-fast normal from the German SV program of GSDCA. The DM test results from OFA or Gensol Diagnostics must be DM clear (N/N) or DM carrier (A/N) is suitable as well. DM carrier dogs can ONLY breed with DM clear dogs.

4. The mate chosen must also have their hips and elbows certified and tested for DM.
5. ** **The Breeder legally enforces this section to the Fullest Extent of the Law and reserves the right to take legal action. Confiscation of said dog and/or a $5,000 monetary penalty for breach of contract must be paid to the Breeder if said dog is Bred without proof of completed health testing requirements, if breeding rights were NOT purchased for $500 And/or if the said dog accidentally impregnates (male) or becomes pregnant (female)** **

**BREEDER NON-LIABILITY**

1. As the Breeder of AceHaven Canines, I take pride in doing my due diligence by making sure all of my Breeding Dogs, the dogs they are bred with, and the dogs in their pedigrees 7 generations back have been fully health tested. They all have passing scores for Hip and elbow Dysplasia and Degenerative Myelopathy and are suitable for producing the healthiest puppies possible. Pedigrees and proof of the health certificates of the parents named above are available upon request.
2. Breeder is not responsible for harm, damage, or negative behaviors from the dog against a person, animal, or property after the dog was received by the Buyer.
3. Breeder is not responsible at any time for any negligence, accidents, or poor handling of the dog.
4. After the **72 hour Health Guarantee** the Breeder is not responsible for any health problems that the dog might have.
5. Any legal action taken by the Buyer against the Breeder will be responsible for any court and/or attorney fees and costs of the Breeder whether the claim is stated in the contract or not.

**WELFARE OF ANIMAL**

1. It is vital to train and socialize the dog as soon as you receive the puppy to prevent most bad behaviors or unpredictability as an adult. Training should be age appropriate and the puppy should not be overworked. Breeder advises against specifically board-and- train services until at least 1 Year old.
2. From the time the dog is under 24 months, avoid excessive weight and restrict Strenuous Activities such as excessive running especially on hard surfaces, jumping on/off furniture and vehicles, and climbing stairs or other obstacles as it can increase their risk of skeletal problems including non-hereditary Hip/Elbow Dysplasia, bone- spurs and Arthritis during stages of rapid growth.
3. For the first 2 years of life the dog MUST be fed only Large breed puppy food or food that states for all life stages including growth of large size dogs in the AAFCO statement on the back of the bag. This will avoid the dog growing too rapidly which can cause bone problems such as non-hereditary Hip/Elbow Dysplasia. When purchasing a dog food it should not contain any corn, wheat, soy, legumes, by-products or artificial preservatives as it may cause problems with skin, coat, digestion, or overall health.
4. If the Buyer is to relocate residency at any point, the Buyer MUST make it a priority to find a place that accepts the dog for its breed and size to live there.
5. The Buyer MUST also make it a priority to seek professional training to reverse any unwanted and unmanageable behaviors that the dog may develop. (ex. aggression,

destruction, hyperactivity, etc.) All efforts must be taken to keep the dog before considering rehoming as an option.

6. In the event the dog becomes severely ill/injured and a vet recommends euthanasia, do NOT proceed without first contacting AceHaven Canines. Depending on the situation, the Breeder may be willing to provide proper care for the dog only after all ownership rights are surrendered to the Breeder.

**INTEGRATION**

The Buyer agrees to take proper care, show unconditional love, and cherish the dog as a Lifelong Companion.

****LEGAL ACTION AND CONFISCATION OF SAID DOG WILL OCCUR UNDER THE FOLLOWING CIRCUMSTANCES!****:**

- IF THE DOG IS ABUSED OR NEGLECTED
- IF THE DOG IS SURRENDERED TO A SHELTER/RESCUE
- IF THE DOG IS REHOMED TO ANOTHER PERSON WITHOUT PRIOR APPROVAL FROM THE BREEDER

****A $5,000 MONETARY PENALTY WILL ALSO BE APPLIED UNDER THE FOLLOWING CIRCUMSTANCES!****:**

- IF THE DOG IS BRED WITHOUT PROOF OF COMPLETED HIPS, ELBOWS, AND DEGENERATIVE MYELOPATHY TESTS
- IF THE DOG IS BRED WITHOUT APPROVAL AND PURCHASING FULL REGISTRATION RIGHTS FROM THE BREEDER FOR $500
- IF BREEDING RIGHTS WERE NOT PURCHASED AND THE DOG ACCIDENTALLY IMPREGNATES ANOTHER DOG OR BECOMES PREGNANT

*BY TAKING POSSESSION OF SAID DOG THE BUYER ACCEPTS ALL RESPONSIBILITY OF THE DOG. BY SIGNING THIS SALES CONTRACT BUYER ACCEPTS ALL OF THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT IN ITS ENTIRETY AND MUST PAY THE DEPOSIT UPON SIGNING.*

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|---|---|
| DATE: _____ | DATE: _____ |
| | Ashly Caballero |
| _____ | _____ |
| **Buyer print name** | **Breeder print name** |
| _____ | _____ |
| **Buyer signature** | **Breeder signature** |